

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

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|---|----------|----------------------------------|
| <b>BEAU RIVAGE RESORTS, INC.</b>  | <b>§</b> | <b>PLAINTIFF</b>                 |
| v.  | <b>§</b> | <b>CAUSE NO. 1:07CV49 LG-JMR</b> |
| <b>BEL AIRE PRODUCTIONS,<br/>INC. and TARRAGON WEST<br/>ENTERTAINMENT, INC.</b> | <b>§</b> | <b>DEFENDANTS</b>                |

**ORDER DENYING SEVERANCE AND TRANSFER**

THE MATTERS BEFORE THE COURT are: 1) the Motion to Sever Cross Claims and Transfer Venue [34] filed by Defendant Tarragon West Entertainment, Inc. (“Tarragon”); and 2) the Motion to Strike [62] filed by Beau Rivage Resorts, Inc. (“Beau Rivage”). After due consideration of the arguments of counsel and the record in this case, it is the Court’s opinion that the Motions should be denied.

**DISCUSSION**

Both Motions under consideration have at their core the issue of whether the cross-claims between Bel Aire Productions, Inc. (“Bel Aire”) and Tarragon should be severed and transferred to Nevada, where both Defendant corporations are located. Beau Rivage filed this suit seeking declaratory, interpleader and injunctive relief against the Defendants after receiving notice that Bel Aire and Tarragon asserted competing rights to a dance production to be performed at the Beau Rivage. Tarragon argues that its dispute with Bel Aire over rights to the dance production is the central issue in this case, and resolving it does not require the Beau Rivage’s presence. However, after filing its Motion to Sever, Tarragon filed a Second Amended Answer to Amended Complaint [94] which included amended counterclaims against Bel Aire and, for the first time, counterclaims against the Beau Rivage. These counterclaims are for breach of

contract, interference with business relations, interference with contractual relations, conversion, defamation, misrepresentation, unjust enrichment, and civil conspiracy between Bel Aire and the Beau Rivage. (Def.'s Second Am. Answer 15-22). Clearly, Tarragon can no longer maintain that the Beau Rivage is an unnecessary party to the dispute between the Defendants; Tarragon has involved the Beau Rivage in the production rights ownership dispute to a much greater degree than before the counterclaims were asserted. Accordingly, the Court does not find it appropriate to sever the claims between Tarragon and Bel Aire pursuant to FED. R. CIV. P. 21.

**IT IS THEREFORE ORDERED AND ADJUDGED** that the Motion to Sever Cross Claims and Transfer Venue [34] filed by Defendant Tarragon West Entertainment, Inc. is **DENIED**.

**IT IS FURTHER ORDERED AND ADJUDGED** that the "Motion to Strike Motion of Defendant/Cross-Defendant/Cross-Plaintiff Tarragon West Entertainment, Inc's Motion to Sever Cross Claims and Transfer Venue" [62], filed by Plaintiff Beau Rivage, is **DENIED**.

**SO ORDERED AND ADJUDGED** this the 20<sup>th</sup> day of August, 2007.

s/ Louis Guirola, Jr.

LOUIS GUIROLA, JR.  
UNITED STATES DISTRICT JUDGE